

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.,

Plaintiff,

v.

GOTHAM ORGANIZATION INC.,
FXCOLLABORATIVE ARCHITECTS, LLP,
BAM GO DEVELOPERS LLC, BAM GO
DEVELOPERS II LLC, and 55TH & 9TH LLC,

Defendants.

19 Civ. 4764 (GHW)
SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Plaintiff Fair Housing Justice Center, Inc. (“FHJC” or “Plaintiff”); and Defendants Gotham Organization Inc., BAM GO Developers II LLC, BAM GO Developers LLC, 55th & 9th LLC (all four collectively, the “Developer Defendants”) and FXCollaborative Architects, LLP (“FXC” and, collectively with the Developer Defendants, the “Defendants”), by and through their respective counsel (together, the “Parties,” and each a “Party”).

WHEREAS, on or about May 23, 2019, Plaintiff commenced the above-captioned action (the “Lawsuit”);

WHEREAS, on November 21, 2019, Plaintiff filed an Amended Complaint, dated November 21, 2019, alleging that Defendants discriminated on the basis of disability in the design and construction of The Ashland, a high rise apartment building having an address of 250 Ashland Place, Brooklyn, New York, and that the Developer Defendants discriminated on the basis of disability in the design and construction of The Nicole, a high rise apartment building having an address of 400 West 55th Street, New York, New York, in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (the “FHA”); the New York State Human Rights Law,

New York Executive Law § 296 *et seq.*; and the New York City Human Rights Law, New York City Admin. Code §§ 8-107 *et seq.*;

WHEREAS, Defendants have asserted defenses to the Lawsuit and deny each of the claims asserted by Plaintiff therein, and by entering into this Agreement do not admit same;

WHEREAS, the Parties desire to resolve the claims asserted in the Lawsuit and, to avoid the expense of protracted litigation, agree that this Agreement reflects a full and fair resolution of the disputes between them; and

WHEREAS, the Parties request that the Court approve and enter the Stipulation of Settlement, and retain jurisdiction to enforce the terms of this Agreement;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties that the claims asserted in the Lawsuit will be compromised, settled, released, and dismissed upon and subject to the terms of this Agreement, as follows:

SECTION I

DEFINITIONS

1. As used in this Agreement, the following terms will have the following meanings:
 - a. “The Ashland” means the multi-family rental building located at 250 Ashland Place, Brooklyn, New York;
 - b. “The Nicole” means the multi-family rental building located at 400 West 55th Street, New York, New York;
 - c. “Subject Properties” means The Nicole and The Ashland and each is referred to as a “Subject Property;”
 - d. “UFAS” means the Uniform Federal Accessibility Standards;
 - e. “Retrofit Plans” means the schedule of retrofits to be performed at the Subject Buildings by the Developer Defendants pursuant to this

Agreement, as set forth in Exhibit C hereto;

- f. “UFAS Units” means those individual units at The Ashland that must comply with UFAS (as listed in Exhibit A), as well as the two individual units to be renovated to comply with UFAS at The Nicole, pursuant to Section IV of this Agreement;
- g. “Covered Multifamily Dwelling(s)” has the meaning assigned by the Fair Housing Act, 24 CFR 100.201, that are designed and/or constructed during the Term of this Agreement.

SECTION II

TERM AND SCOPE OF AGREEMENT

2. The term of this Agreement is five (5) years, calculated from the thirty-first day after the Court so-orders the Agreement (the “Term”).

3. With two exceptions, all obligations under the Agreement commence thirty (30) days from the date it is so-ordered by the Court (the “Effective Date”), and shall remain in effect for the Term. The first exception is that the final inspection of the Subject Properties, provided for in Section IV(E) of the Agreement, and any retrofitting work required as a result of such inspection may occur in the twelve (12) months following expiration of the Term (a “Post-Expiry Inspection”) as described below. The second exception is that the Developer Defendants agree to continue providing residents and prospective residents¹ with a copy of its reasonable accommodation policy after the expiration of the Term, as set forth in Paragraph 31.

¹ For purposes of this Agreement, “prospective resident” shall mean any person who has taken a tour of a unit or has applied to rent a unit but has not yet signed a lease.

4. Unless otherwise specified, the Agreement is binding on the Defendants and all their employees, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

5. With one exception, the United States District Court for the Southern District of New York will retain jurisdiction over the Parties to enforce the Agreement for the length of the Term. The exception is that the Court shall retain jurisdiction over Plaintiff and the Developer Defendants following expiration of the Term in the event (a) Plaintiff and the Developer Defendants agree to a Post-Expiry Inspection of either Subject Property, and (b) a dispute arises as a result of such inspection, which Plaintiff and the Developer Defendants are unable to resolve informally.

6. Before seeking judicial relief by filing a motion with the Court, the Parties will endeavor in good faith to informally resolve any differences regarding compliance and interpretation of the Agreement. The moving Party will give each other Party written notice of any instance of alleged noncompliance with this Agreement and afford each affected Party forty-five (45) days to cure any alleged noncompliance. The Parties agree to confer during that forty-five-day cure period and attempt in good faith to resolve the alleged noncompliance by agreement. If the Parties are unable to reach an agreement at the conclusion of the forty-five-day cure period, the moving Party may seek judicial relief. Each Party will be responsible for its own attorneys' fees and costs in connection with any motion to enforce this Agreement.

SECTION III

MONETARY RELIEF

7. The Defendants will pay the total global sum of One Million Four Hundred Fifty Thousand Dollars and zero cents (\$1,450,000.00) in full and final settlement of all of Plaintiff's claims against the Defendants in this Lawsuit, including but not limited to damages, attorneys' fees, and costs (the "Settlement Amount"). The Settlement Amount shall be paid via check or

wire transfer to Emery Celli Brinckerhoff Abady Ward & Maazel LLP (“ECBAWM”), on behalf of Plaintiff, within thirty (30) days of the Effective Date.

8. Concurrently with the execution of this Agreement, ECBAWM will furnish Defendants with the mailing and/or wiring instructions for the payment of the Settlement Amount.

9. Concurrently with the execution of this Agreement, the Defendants will deliver to ECBAWM a signed Stipulation and Order of Dismissal with prejudice in the form attached as Exhibit K. The Parties agree to stipulate that the order will vest the Court with jurisdiction for the sole purpose of enforcing the terms of this Agreement. Counsel for Plaintiff will file the executed Stipulation and Order of Dismissal with the Court to dismiss the Defendants within five (5) business days after the check clears or the wire transfer is received by ECBAWM.

SECTION IV

PROVISIONS RELATING TO SUBJECT PROPERTY RETROFITS

10. The Parties agree that the Settlement Amount does not include the cost of performing the retrofits described in the Retrofit Plans or the cost of performing any retrofit(s) made upon the request of a resident, which costs shall be borne by the Developer Defendants.

11. The Retrofit Plans are contained in Exhibit C hereto and are incorporated into and made enforceable as part of this Agreement.

12. It is expressly agreed by all parties that FXC has no obligations to retrofit the Subject Properties. Notwithstanding the foregoing, with respect to The Ashland, FXC will make available to the Developer Defendants, upon request and at no cost to the Developer Defendants, drawing plans for any of the retrofits set forth in the Retrofit Plans for The Ashland, together with such information and expertise as may be required of the original architect to assist the Developer Defendants in performing the modifications required under this Agreement.

A. Common Use Area Retrofits

13. Within one (1) year of the Effective Date, the Developer Defendants will retrofit conditions in the common use areas at the Subject Properties, as set forth in Exhibit C hereto.

14. Within sixty (60) days of the Effective Date, the Developer Defendants shall notify residents of the Subject Properties of the work to be performed in the common use areas of the Subject Properties, by providing them with a Current and Prospective Resident Public and Common Use Area Retrofit Notice in a form substantially similar to the forms annexed hereto as Exhibit E. Beginning no later than sixty (60) days after the Effective Date and continuing until the end of the first year of the Term, the Developer Defendants shall provide prospective residents of the Subject Properties with the same notice.

B. Individual Dwelling Unit Retrofits

15. Within forty-five (45) days of the Effective Date, the Developer Defendants will provide FHJC with written bathroom and kitchen conversion plans that will be used at The Ashland and The Nicole, as indicated in the Retrofit Plans. Within one (1) year of the Effective Date, the Developer Defendants will (a) inspect each unit at The Nicole and provide FHJC with a list by apartment number and floor of those units for which a threshold at the unit entrance door will be modified as described in the Retrofit Plans and (b) inspect those units at The Ashland and The Nicole for which a refrigerator will be replaced as described in the Retrofit Plans and provide FHJC with a list of those units by apartment number and floor.

16. Unless otherwise specified in the Retrofit Plans, the Developer Defendants will retrofit the conditions set forth in the Retrofit Plans within fourteen (14) days of a request by a resident or prospective resident, or upon the earlier of (a) vacancy of the dwelling unit, or (b) the conclusion of the Term.

17. Within three (3) years of the Effective Date, the Developer Defendants will retrofit two dwelling units at The Nicole to comply with UFAS. Within thirty (30) days of completion of the retrofits, the Developer Defendants will notify FHJC in writing of the apartment numbers of the two apartments so retrofitted.

18. For the dwelling units identified on Exhibit A hereto, the Developer Defendants shall complete the retrofits set forth in the Retrofit Plans, as applicable, on the following schedule: twelve (12) units within one (1) year of the Effective Date; an additional twelve (12) units within two (2) years of the Effective Date; and an additional eleven (11) units within three (3) years of the Effective Date.

19. For the dwelling units identified on Exhibit B hereto, the Developer Defendants shall complete the retrofits set forth in the Retrofit Plans, as applicable, on the following schedule: for The Nicole, three (3) units within (1) year of the Effective Date; an additional four (4) units within two (2) years of the Effective Date; an additional seven (7) units within three (3) years of the Effective Date; an additional eight (8) units within four (4) years of the Effective Date; and an additional eight (8) units within five (5) years of the Effective Date; and for The Ashland, twenty-eight (28) units within (1) year of the Effective Date; an additional forty-two (42) units within two (2) years of the Effective Date; an additional seventy (70) units within three (3) years of the Effective Date; an additional seventy-one (71) units within four (4) years of the Effective Date; and an additional seventy-one (71) units within five (5) years of the Effective Date.

C. Availability of Retrofits upon Resident Request

20. Within forty-five (45) days of the Effective Date, the Developer Defendants shall notify residents of the Subject Properties of retrofits available to them upon the request of a resident by providing them with a copy of the Notice to Current and Prospective Residents of

Unit Retrofits in a form substantially similar to the forms annexed hereto as Exhibit D.

Beginning no later than forty-five (45) days after the Effective Date and continuing until the end of the Term, the Developer Defendants shall provide notice to residents at the time the Developer Defendants offer a lease renewal and shall notify prospective residents of the Subject Properties of the retrofits available to them by providing them with a copy of the same notice.

21. Within fourteen (14) days of a resident requesting a modification set forth on the Notice to Current and Prospective Residents of Unit Retrofits, the Developer Defendants shall make the requested modification, except that the Developer Defendants shall install grab bars, replace a lavatory, or adjust the kitchen countertop heights within ten (10) days of a request to do so. The same time-frames will apply to requests made by prospective residents, except that, if the dwelling unit to be leased by the prospective resident is occupied at the time the request is made, the time to perform any such retrofit shall run from the date the occupying resident vacates the dwelling unit.

D. Best Efforts

22. The Developer Defendants shall use their best efforts to modify the conditions set forth in the Retrofit Plans in the manner agreed-to pursuant to this Agreement. In the event that, under field conditions that the Parties could not have reasonably anticipated at the time this Agreement was negotiated and executed, the Developer Defendants determine that a condition cannot be retrofit in the manner set forth in the Retrofit Plans, or that the agreed-to retrofit would be unreasonably burdensome to perform, the Developer Defendants will so advise Plaintiff in writing by providing a description of the condition with supporting photographs and the proposed revised manner of retrofitting the condition. The Developer Defendants will seek Plaintiff's consent to the proposed revised manner of retrofitting the condition. FHJC will not

unreasonably withhold such consent, and Plaintiff and the Developer Defendants will work together in good faith to resolve any disagreement that arises.

23. The Developer Defendants shall use their best efforts to comply with the deadlines set forth in Section IV of this Agreement. In the event the Developer Defendants are unable to comply with any such deadline, despite their best efforts, the Developer Defendants shall advise Plaintiff at least ten (10) days prior to the deadline (unless circumstances preclude providing ten (10) days' notice), in writing and with specificity which deadline cannot be met and the reason it cannot. Plaintiff will not unreasonably withhold its consent to a reasonable extension of time for the Developer Defendants to perform the retrofit. The deadlines under this Section IV may be extended or modified by written agreement of the Developer Defendants and Plaintiff without further order of the Court, so long as the deadline would not affect the Term.

E. Inspection of Retrofits to Specific Units and Common Areas

24. The Developer Defendants shall retain, at their cost, an inspector to review any proposed retrofit plans or drawings that are issued for construction and to inspect the actual constructed retrofits performed by the Developer Defendants under this Agreement (the "Inspector"). The Developer Defendants have proposed and Plaintiff has accepted Code Consultants, Inc. ("CCI") to serve as the Inspector. If CCI is unable or unwilling to do so, the Developer Defendants will notify Plaintiff in writing of a proposed neutral replacement inspector (which shall not be The Center for Inclusive Design and Environmental Access ("IDEA")). The Developer Defendants and Plaintiff shall in good faith select another mutually acceptable inspector.

25. The Inspector shall conduct at least three on-site inspections of the completed retrofits to determine whether the retrofits are compliant with this Agreement. Subject to the availability and reasonable judgment of the Inspector, the Parties agree that the first construction

inspection will occur within seventy-five (75) days after the common use area retrofits detailed in the Retrofit Plans are completed and shall include all such retrofits at the Subject Properties and all dwelling unit retrofits that have been completed at the Subject Properties. The second inspection will occur within seventy-five (75) days after the UFAS Unit retrofits detailed in the Retrofit Plans for The Ashland are completed and shall include all dwelling unit retrofits that have been completed at the Subject Properties not previously inspected. The third inspection will occur within seventy-five (75) days after all dwelling unit retrofits are completed and shall include all completed dwelling unit retrofits not previously inspected.

26. For each of the inspections required under this Agreement, the Developer Defendants will ensure the Inspector has access to the common use areas and the dwelling units to be inspected. In the event a resident denies access to the unit during the date of the inspection, the inspection of that unit may be completed on a different day by video conference with the Inspector or through the use of photos provided to the Inspector that show the location and relevant measurements of the particular condition that has been retrofitted.

27. Within sixty (60) days after each of the three inspections detailed in Paragraph 25, the Inspector shall provide a written report to the Developer Defendants and FHJC (the “Report”). The Report shall identify which common areas and/or apartments (by unit floor and number) were inspected. The Report shall identify any non-compliant items; and, for compliant items, confirmation that the work has been completed in accordance with the Retrofit Plans and in a good and workmanlike manner. For any non-compliant item in a dwelling unit, the Report will identify the dwelling unit and the non-compliant condition. The Developer Defendants agree to correct any deficiency identified by the Inspector, and the Developer Defendants agree to repeat this process until the Inspector reports in writing that all retrofits have been performed

in the manner consistent with the Retrofit Plans or, if the Plaintiff and the Developer Defendants have mutually agreed to depart from the Retrofit Plans, that the retrofit has been performed consistent with that agreement, and in a good and workmanlike manner.

F. Retrofitting Records

28. The Developer Defendants shall maintain copies of the Current and Prospective Resident Public and Common Use Area Retrofit Notice provided to current residents and prospective residents (Exhibit E); the Notice to Current and Prospective Residents of Unit Retrofits (Exhibit D); documents sufficient to show a request by any resident or prospective resident for any of the modifications set forth on Exhibit D; and documents sufficient to show the response by the Developer Defendants to any such request, including the number and floor of the dwelling unit in question. The Developer Defendants shall allow FHJC to review these records and only these records annually until the end of the Term. Nothing in this paragraph shall require the Developer Defendants to disclose to FHJC the identity of any resident or prospective resident or any personal data concerning such persons, and FHJC agrees to keep confidential any information disclosed by the Developer Defendants pursuant to this paragraph, except with respect to its attorneys and experts and except in connection with any action, proceeding, or motion to enforce this Agreement.

SECTION V

FAIR HOUSING POLICIES

A. For The Developer Defendants

29. Within forty-five (45) days of the Effective Date, the Developer Defendants shall distribute the Reasonable Accommodation/Modification Policy in a form substantially similar to the form annexed hereto as Exhibit F to residents of the Subject Properties.

30. Within forty-five (45) days of the Effective Date and for the Term, the Developer Defendants shall provide a copy of the Reasonable Accommodation/Modification Policy in a form substantially similar to the form annexed hereto as Exhibit F to residents of the Subject Properties in connection with any lease renewal.

31. Within forty-five (45) days of the Effective Date and for as long as it owns the Subject Properties, the Developer Defendants shall provide a copy of the Reasonable Accommodation/Modification Policy in a form substantially similar to the form annexed hereto as Exhibit F to prospective residents.

32. Forty-five (45) days after completing the common use area retrofits at the Subject Properties, the Developer Defendants shall provide to the New York City non-profit organizations identified on Exhibit G-2 hereto a letter attached as Exhibit G-1 that includes a description of types of units at the Subject Properties, links to the Subject Properties' web pages, and a list of the available modifications set forth in Exhibit D.

33. Beginning thirty (30) days after the Effective Date and for the Term, the Developer Defendants shall include the following language on the residential rental applications for the Subject Properties:

“Our company is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, source of income, gender identity and expression, domestic partnership status, marital status, age, alienage or citizenship status, lawful occupation, military status, or status as a survivor of domestic violence or stalking.”

Nothing prevents the Developer Defendants from modifying the list of protected characteristics in this statement to be consistent with federal, state, and local law as those laws may be amended during the Term of this Agreement.

34. Beginning thirty (30) days after the Effective Date and for the Term, the Developer Defendants shall include the fair housing logo, which is attached hereto as Exhibit H, or the phrase “Equal Housing Opportunity” on the websites for the Subject Properties, on any print advertising dedicated to the Subject Properties, and on the residential rental applications for the Subject Properties.

35. Beginning thirty (30) days after the Effective Date and for the Term, the Developer Defendants shall display at the leasing offices of the Subject Properties, in a manner plainly visible to visitors to the leasing offices, a Department of Housing and Urban Development fair housing poster, in the form attached hereto as Exhibit I, having dimensions of at least 11 inches by 14 inches.

B. For FXC

36. For the Term duration, FXC shall post the disability access logo, which is attached hereto as Exhibit J (not to scale), on its website along with the following statement:

“Our firm takes pride in designing accessible housing that is consistent with the accessible design requirements of the Fair Housing Act and the Americans with Disabilities Act.”

37. FXC will place the disability access logo and statement under the Diversity section of its website or such place of similar subject matter or prominence if its website is redesigned during the Term.

SECTION VI

OTHER DESIGN & CONSTRUCTION

A. For the Developer Defendants

38. The Developer Defendants shall retain an independent consultant with expertise in accessibility requirements (an “Independent Consultant”) to help ensure that any Covered Multifamily Dwellings to be designed or constructed by the Developer Defendants or their

subsidiaries or affiliates during the Term (a “Covered Project”) complies with the FHA, the local building code, and UFAS, where applicable. Prior to the completion of construction of a Covered Project, the Developer Defendants will cause the Independent Consultant to conduct a site inspection and identify in writing conditions that, in the opinion of the Independent Consultant, are inaccessible or, if constructed as designed, would be inaccessible. For all such projects, the Developer Defendants agree to remediate any such conditions prior to completion of construction.²

39. Nothing in this section VI will require the Developer Defendants to comply with New York State Human Rights Law outside of New York State or with the New York City Human Rights Law outside of New York City, or the New York City Building Code outside of New York City, or with the Fair Housing Act or UFAS outside of the United States; nor does this section require the Developer Defendants to exceed the requirements imposed under any applicable law.

B. For FXC

40. For the Term, FXC shall not prepare drawings to be filed with the Building Department of the City of New York for any dwellings that are subject to the design and construction requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C) or UFAS (hereinafter “Covered Drawings”) without retaining or causing the retention of an independent consultant with expertise in accessibility requirements (the “Independent Consultant”) to review the architectural plans and specifications relating to the Covered Drawings and to opine in

² The Developer Defendants may, but are not required to, engage IDEA to serve as the Independent Consultant under Section VI(A) of this Agreement. If Developer Defendants do not engage IDEA, then they will provide written notice to FHJC of the name and address of the Independent Consultant prior to conducting any inspections required by Section VI.

writing regarding the Covered Drawings' compliance with the design and construction requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C) or UFAS, if applicable. FXC shall retain a copy of all reports, opinions, and/or substantive communications regarding compliance by or with the Independent Consultant relating to the Covered Drawings. Notwithstanding the foregoing, in no event shall FXC be required to retain its own Independent Consultant in the event it provides any services related to the retrofits for The Ashland pursuant to Paragraph 12 of this Agreement.

41. The Independent Consultant retained (at FXC's own expense) pursuant to Paragraph 40 of this section shall be Steven Winter Associates, Inc. ("SWA").

42. For each dwelling covered by Paragraph 40 of this section, the Independent Consultant shall review both FXC's (1) 100% Design Development (not including any projects for which the design development documents are already more than 70% complete as of the date this Agreement is executed by all parties) and (2) the approximately 75% Construction Documents to opine on compliance with the FHA, the applicable accessibility requirements of the New York City Building Code (for buildings built within New York City), and UFAS (for UFAS Units). The Independent Consultant will provide a written report to FXC certifying that the drawings are in compliance or, if the drawings are not in compliance, detailing any identified compliance issues and proposing solutions for all such identified issues.

43. FXC agrees to promptly notify the developer(s) in writing of compliance issues along with the proposed findings and solutions of the Independent Consultant, identified pursuant to Paragraph 42.

44. FXC will retain records of its compliance with the terms of this Section until the end of the Term, but is not obligated to provide FHJC with any such records.

45. If SWA is unavailable to provide such peer review upon FXC's request, or is performing services on a particular project for other parties, FXC will use Accessibility Services (a program of United Spinal Association) to provide such peer review. If neither SWA nor Accessibility Services is available, FXC will notify FHJC in writing and seek in good faith to obtain FHJC's agreement to a new Independent Consultant, and FHJC's agreement shall not be unreasonably withheld. If another Independent Consultant replaces SWA per this paragraph, the terms of this Section VI(b) will apply to the new Independent Consultant.

46. Nothing in this section VI will require FXC to comply with New York State Human Rights Law outside of New York State or with the New York City Human Rights Law outside of New York City, or the New York City Building Code outside of New York City, or with the Fair Housing Act or UFAS outside of the United States; nor does this section require FXC to exceed the requirements imposed under any applicable law.

SECTION VII

EDUCATION AND TRAINING

A. Training and Education for the Developer Defendants

47. The Developer Defendants shall provide fair housing training to employees and agents who are employed or retained by the Developer Defendants or their subsidiaries or affiliated corporations or partnerships, whose duties involve or will involve supervisory authority of the development, design and/or construction of FHA-covered units each of whose title is: President, Development; Vice President, Development; Executive Vice President, Construction; Vice President, Construction; General Manager (The Nicole); Community Manager (The Nicole); Resident Manager (The Nicole); General Manager (The Ashland); Community Manager (The Ashland); and Resident Manager (The Ashland). ("Covered Employees").

48. The Developer Defendants shall provide such training by requiring Covered Employees to attend any one of two training sessions to be organized by FHJC in 2021. FHJC anticipates that these sessions will occur in July 14, 2021 and September of 2021. The training will be offered by FHJC at no charge to the Developer Defendants. Within thirty (30) days of the second of the two trainings, the Developer Defendants shall supply FHJC with the names and job titles of the employees who attended the training and the session he or she attended.

49. The Developer Defendants shall provide copies of this Agreement to employees and agents referenced in Paragraph 47 as well as those who will be directly involved in the rental of dwelling units and/or provision of services to residents in The Nicole and The Ashland. The Developer Defendants shall secure and provide to FHJC a signed statement from each of those individuals in a form substantially similar to the form annexed hereto as Exhibit L, acknowledging that they received and read the Agreement, and that they had an opportunity to have questions about it answered.

50. The Developer Defendants shall ensure that the employees and agents referenced in Paragraph 47 have a copy of, are familiar with, and personally have reviewed, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act (August 1996, Rev. April 1998). The Developer Defendants will inform those individuals of those portions of the FHA that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

B. Training for FXC

51. Within one hundred and eighty (180) days from the Effective Date, FXC's principal and all employees of FXC who are architects and perform design services in connection

with multifamily housing projects that are subject to the FHA shall attend a training related to fair housing principles and practices, as described below.

52. The training will cover the following topics: the design and construction requirements of the Fair Housing Act and the New York City Building Code as applied to multi-family residential dwellings.

53. Accessibility Services (a program of United Spinal Association) will conduct the training. FXC may elect to have the training by live remote means (i.e., by videoconference software).

54. Within thirty (30) days of each training, FXC will provide in writing to FHJC notice of the date and location of the training session, and the name and job title of each attendee.

SECTION XI

TRANSFER OF INTEREST IN PROPERTIES

55. The sale or transfer, in whole or in part, of any of the Developer Defendants' interest(s) in The Nicole or The Ashland shall not affect the Developer Defendants' obligations to complete the retrofits specified in this Agreement. Should the Developer Defendants wish to sell or transfer all or part of their interest(s) in The Nicole or The Ashland prior to the completion of such retrofits, the Developer Defendants shall either (i) provide written certification to FHJC of completion of the retrofits required pursuant to this Agreement prior to the sale or transfer of the property; or (ii) obtain the written agreement of the buyer(s)/transferee(s) to perform the retrofits in accordance with the terms of this Agreement after the new owner takes possession of the subject property ("Retrofit Assumption Agreement"). In the event that the Developer Defendants enter into a Retrofit Assumption Agreement with a buyer or transferee of all or part of the Developer Defendants' interest(s) in The Nicole or The Ashland, the Developer

Defendants shall provide FHJC with a copy of such Retrofit Assumption Agreement at least fourteen (14) days before any sale or transfer of any of the Subject Property.

SECTION XII

NOTICES

56. All notices pursuant to this Agreement shall be sent to the following persons or such alternative contact person as any Party informs all other Parties in writing.

57. Any notice to FHJC required by this Agreement shall be sent via email to:

Fair Housing Justice Center, Executive Director
fhjc@fairhousingjustice.org

with a copy of any notice to:

Diane Houk
Emery Celli Brinckerhoff Abady Ward & Maazel LLP
dhouk@ecbawm.com

58. Any notice to the Developer Defendants in connection with this Agreement shall be sent via email to:

Phil Lavoie
Chief Operating Officer
Gotham Organization
plavoie@gothamorg.com

with a copy of any notice to:

Joanna C. Hendon
Alston & Bird LLP
joanna.hendon@alston.com

59. Any notice to FXC in connection with this Agreement shall be sent via email, delivery and read receipt requested, to:

Irina H. Rice
FX Collaborative Architects LLP
irice@FXCollaborative.com

with a copy of any notice to:

Carol J. Patterson
Zetlin & DeChiara LLP
cpatterson@zdlaw.com

SECTION XIII

RELEASES

60. Except for the right to enforce the terms of this Agreement, including the obligations assumed by Defendants hereunder, and in exchange for adequate consideration as set forth herein, Plaintiff, on behalf of its directors, officers, parents, subsidiaries, affiliated entities, successors, assigns, trustees, and insurers, and employees, testers, agents, and attorneys in their capacity as employees, testers, agents, or attorneys (collectively, the “Plaintiff Releasers”) fully and forever releases, acquits, and forever discharges with prejudice Defendants and each and all of their assigns, parents, subsidiaries, affiliates, predecessors, and successors in interest (collectively, “Released Entities”), and each and all of the Released Entities’ past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers (together with the Released Entities, collectively, the “Releasees”) from any and all liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, arising from, arising out of, relating to, or in connection with (1) the design or construction of the Subject Properties; and (2) the facts, matters, claims, causes of action, and allegations in this Lawsuit, including, but not limited to, any and all claims for injunctive relief, indemnification, contribution, compensatory damages, punitive damages, attorneys’ fees, and costs, as well as any and all claims for violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq.; the New York State Human Rights Law, New York Executive Law § 296 et seq.; and the New York City

Human Rights Law, New York City Admin. Code §§ 8-107 et seq.; the Americans with Disabilities Act and its implementing regulations, 42 U.S.C. § 1985, New York State Civil Rights Law, and the Building Code of the City of New York, as well as for common law negligence (hereinafter the “Released Claims”), providing however, that the Released Claims will not include any claims to enforce any provision of this Agreement. This release encompasses claims in any way otherwise arising out of, concerning, or relating to the Lawsuit asserted or that could have been asserted in the Lawsuit, from the beginning of time until the Effective Date of this agreement (hereinafter, the “Released Claims”).

61. This release encompasses claims in any way arising out of, concerning, or relating to the Lawsuit including, without limitation, the assertion of any defenses or counterclaims therein, or any rights to discovery therein. Plaintiff further represents that it is not currently aware of any facts that it believes give rise to a colorable legal claim by Plaintiff against any Defendant or any of their respective parents, subsidiaries, affiliates, or predecessors and successors in interest that the Plaintiff has knowledge of other than those alleged in the action captioned *Fair Housing Justice Center, Inc. v. Gotham Organization Inc., et al.*, Case No. 1:19-cv-10547 currently pending in the United States District Court for the Southern District of New York and the Released Claims.

62. Except for the right to enforce the terms of this Agreement, including the obligations assumed by Plaintiff hereunder, and in exchange for adequate consideration as set forth herein, each Defendant fully and forever releases, acquits, and forever discharges with prejudice, subject to the terms of this Agreement, Plaintiff and each other Defendant and each and all of their assigns, parents, subsidiaries, affiliates, predecessors and successors in interest (collectively, “Released Plaintiff and Defendant Entities”), and each and all of the Released

Plaintiff and Defendant Entities' past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers (together with the Released Plaintiff and Defendant Entities, collectively, the "Plaintiff and Defendant Releasees") from any and all liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, arising from, arising out of, relating to, or in connection with (1) the design or construction of the Subject Properties; and (2) the facts, matters, claims, causes of action, and allegations asserted in this Lawsuit, including, but not limited to, any and all claims for injunctive relief, indemnification, contribution, compensatory damages, punitive damages, attorneys' fees, and costs, as well as any and all claims for violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq.; the New York State Human Rights Law, New York Executive Law § 296 et seq.; and the New York City Human Rights Law, New York City Admin. Code § § 8-107 et seq, the Americans with Disabilities Act and its implementing regulations, 42 U.S.C. § 1985, New York State Civil Rights Law, and the Building Code of the City of New York, as well as for common law negligence (hereinafter, the "Defendant Released Claims"), provided however, that the Defendant Released Claims will not include any claims to enforce any provision of this Agreement. This release encompasses claims in any way otherwise arising out of, concerning, or relating to the Lawsuit or that could have been asserted in the Lawsuit, including without limitation any counterclaims, cross claims or defenses thereto.

63. Defendants, their officers, employees, successors, and assigns agree not to retaliate against, intimidate, threaten, or interfere with Plaintiff or Plaintiff's directors or employees on account of them having aided or encouraged Plaintiff or having aided or

encouraged any other person in the exercise or enjoyment of any right protected by federal, state or New York City fair housing laws.

SECTION XIV

NO ADMISSIONS

64. Nothing contained herein shall be deemed to be an admission of liability by Defendants nor shall anything contained in this Agreement be deemed an admission that Defendants have in any manner or way violated any rights defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, which Defendants expressly deny. The Parties have entered into this Agreement solely for the purpose of avoiding the burdens and expense of protracted litigation.

SECTION XV

CONSTRUCTION AND SEVERABILITY

65. This Agreement will be deemed to have been jointly drafted, and no provision herein will be interpreted or construed for or against any Party because such Party drafted or requested such provision or this Agreement as a whole.

66. Any part or provision of this Agreement which is prohibited by law or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

67. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of this Agreement will be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein. Any amendment to this Agreement or waiver of this Agreement must be in writing by each

affected Party. No waiver by any Party hereto of any breach by any other Party to any provision of this Agreement shall be deemed a waiver of any other breach or provision of this Agreement.

68. This Agreement will be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

69. The Parties to this Agreement expressly represent and warrant that they have full legal capacity to enter into this Agreement, that they have carefully read and fully understand this Agreement, that they have had the opportunity to review this Agreement with their attorneys, and that they have executed this Agreement voluntarily, without duress, coercion, or undue influence.

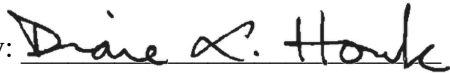
70. This Agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original. For purposes of executing this Agreement, a document signed and transmitted by facsimile or email will be treated as an original document and have the same binding legal effect as an original signature on an original document.

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THE FOLLOWING SIGNATURES BY ATTORNEYS ARE AS TO FORM ONLY:

For Plaintiff:

EMERY CELLI BRINCKERHOFF ABADY
WARD & MAAZEL LLP

By: 

Diane L. Houk
Debra L. Greenberger
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: 
Signature

Bernhard Blythe, Board President

Print Name, Title

Fair Housing Justice Center, Inc.

For Defendants:

ALSTON & BIRD LLP

By: _____

Joanna C. Hendon
Joanna H. Schorr
90 Park Avenue
New York, NY 10016
(212) 210-1244

*Attorneys for Defendants Gotham
Organization Inc., BAM GO Developers
LLC, 55th & 9th LLC, and BAM GO
Developers II LLC*

By: _____

Phil Lavoie, Chief Operating Officer
Gotham Organization Inc.

By: _____

Phil Lavoie, Chief Operating Officer
BAM GO Developers LLC

By: _____

Phil Lavoie, Chief Operating Officer
55th & 9th LLC

By: _____

Phil Lavoie, Chief Operating Officer
BAM GO Developers II LLC

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By:  _____

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Phil Lavoie, Chief Operating Officer
Gotham Organization Inc.

By: _____

Phil Lavoie, Authorized Signatory
BAM GO Developers LLC

By: _____

Phil Lavoie, Authorized Signatory
55th & 9th LLC

By: _____

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BAM GO Developers II LLC

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Debra L. Greenberger
600 Fifth Avenue, 10th Floor
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Signature

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By: _____

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By: _____

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BAM GO Developers LLC

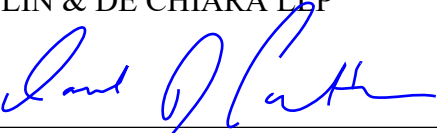
By: _____

Phil Lavoie, Authorized Signatory
55th & 9th LLC

By: _____

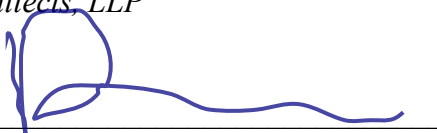
Phil Lavoie, Authorized Signatory
BAM GO Developers II LLC

ZETLIN & DE CHIARA LLP

By: 

Carol J. Patterson
David A. Beatty
801 Second Avenue
New York, NY 10017

*Attorneys for Defendant FXCollaborative
Architects, LLP*

By: 

Daniel Kaplan, FAIA
FXCollaborative Architects, LLP

It is so ORDERED this _____ day of _____, 2021.

Hon. Gregory H. Woods
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

45C

06E-12E, 33E-37E, 45E-47E

26F-28F

27G-28G, 42G-43G

PH2J-PH3J

07L-09L, 34L-36L

36P-39P

EXHIBIT B

The Nicole

03A-12A, 14A-18A

03B-05B

03D-04D

03H-06H

04M-06M

04P-06P

The Ashland

04A-12A, 14A-23A

04B-12B, 14B-18B

04C-12C, 14C-15C, 44C

04D-12D, 14D-21D

04E-12E, 14E-42E, 44E-49E, PH1E

04F-12F, 14F-31F

04G-12G, 14G-32G, 45G-49G

04H-12H, 14H-31H, 33H-39H

05J-12J, 14J-19J, 44J

04K-12K, 14K-15K

04L-12L, 14L-31L, 33L-43L

04N-12N, 14N-21N

Exhibit C-1

Unit Retrofits at The Nicole

	Element	Unit(s)	Condition	Agreed Upon Retrofit
1	Threshold	All Units	The threshold is 3/4" tall inside the unit and 5/8" in the corridor.	Gotham will inspect all units and provide an entrance door threshold not exceeding 1/2" height, with top 1/4" beveled at a slope not exceeding 1:2 in all units found to exceed 1/2" height.
2	Door clear opening	All Units	At the hinged wood doors, the planks are 2'-10" and 1 3/4" thick. Therefore, the clear opening is only about 30 3/4" to 31".	Gotham will provide a clear width of at least 31 5/8" at all doors meant for human passage by either a) replacing existing door hinge, b) replacing existing doors, and/or c) replacing or altering the door stop/strike.
3	Kitchen Counter Outlets	All Units	The centerline of the top outlet is 47" above the floor.	Gotham will install a 5-plug outlet adaptor. As units are vacated, Gotham will re-install an adaptor if one is no longer in unit.
4	Kitchens-- Refrigerated and counter clearance	All Units	The clearance between the refrigerators and the counters are between 36 1/2" and 38 3/4".	Gotham will inspect all units and move refrigerators to provide a 40" clearance where possible. Among the remaining units, Gotham will replace 134 refrigerators in total across The Nicole and The Ashland to provide the required clearance. Gotham will replace any remaining refrigerators that do not provide the required clearance upon resident request.
5	Bathroom	All Units	Could not determine if the grab bar reinforcement was installed.	Gotham will maintain on premises 4 sets of bathroom grab bars on a continuous basis in the event the installation of grab bars in a unit bathroom is requested to be installed by resident.
6	Unit heater control	17A-19A, PHA, 17C-19C, PHC, 18-19D, PHD, 17-19E, PHE	The unit heater control is mounted more than 72" above the floor.	Gotham will replace the unit heater control with one operable at a maximum of 48" above the finish floor or provide an alternative means of controlling such heater (e.g. remote control).

	Element	Unit(s)	Condition	Agreed Upon Retrofit
7	Kitchen Range	3B-12B, 14B-19B, PHB, 3D-12D, 14D-19D, PHD, 7G-12G, 14G-16G, 4L-6L, 17E-19E, PHE	The range is off-centered.	In units where the range clear floor space is more than 8" off-center from the range, Gotham will relocate the range to be centered on the clear floor space. In units where the range clear floor space is not more than 8" off-center from the range, Gotham will relocate the range to be centered on the clear floor space upon resident request.
8	Bathroom – Clear Floor Space	3A-12A, 14A-19A, PHA, 7D-12D, 14D-19D, PHD, 4K-6K, 4L-6L	Clear floor space for the lavatory (sink) is not 30" by 48" and is off-center. A forward approach is blocked by a vanity.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
9	Bathroom – Clear Floor Space	3B-12B, 14B-19B, PHB, 3C-12C, 14C-19C, PHC, 3D-6D, 3E-12E, 14E-19E, PHE, 3F-12F, 14F-16F, 3G-12G, 14G-16G, 3H-12H, 14H-19H, PHH, 3J-6J, 4M-6M, 3N-6N, 3P-6P	Clear floor space for the lavatory (sink) is not 30" by 48" and is off-center. A forward approach is blocked by a pedestal sink.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
10	Bathroom – Clear Floor Space	3B-12B, 14B-19B, PHB, 3C-12C, 14C-19C, PHC, 3D-6D, 3E-12E, 14E-16E, 3F-12F, 14F-16F, 3H-12H, 14H-19H, PHH, 3J-6J, 3P-6P	In the bathroom, there is less than 30” by 48” clear floor space beyond the swing of the door.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
11	Bathroom – Clear Floor Space	7D-12D, 14D-19D, PHD, 4K-6K, 4L-6L	In the bathroom, there is less than 30” by 48” clear floor space beyond the swing of the door.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
12	Bathroom – Clear Floor Space	3A-12A, 14A-19A, PHA	In the bathroom, there is less than 30” by 48” clear floor space beyond the swing of the door.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
13	Bathroom- Toilet Centerline	3A-12A, 14A-19A, PHA, 17D-19D, PHD	Where the toilet is situated, there is less than 33” between the sidewall and the side of the vanity counter.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
14	Bathroom – Toilet Centerline	3B-5B, 3E-12E, 14E-19E, PHE, 5K-6K, 4L-6L	Toilet centerline is more than 18” from the sidewall.	In units where the toilet centerline is greater than 18 1/2” from the sidewall, Gotham will provide an offset flange. In units where the toilet centerline is 18 1/2” or less from the sidewall, Gotham will provide a ledger strip under any grab bar if a grab bar is requested to be installed by resident.
15	Bathroom— accessible route	3N	Accessible route in bathroom less than 32” wide between wall and door	Gotham will reverse the door swing on resident request.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
16	Bathroom— Toilet Centerline	3B-12B, 14B-19B, PHB, 3C-12C, 14C-19C, PHC, 3E-12E, 14E-16E, 3F-12F, 14F-16F, 4K-6K, 4L-6L, 3N, 3P-6P	Where the toilet is situated, there is less than 33” between the sidewall and the side of the vanity counter.	Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.

Exhibit C-2

Unit Retrofits at The Ashland

	Element	Unit(s)	Condition	Agreed Upon Retrofit
1	Apartment Door Signs	All units	The signs do not have any accessible features.	Gotham will replace current signs with signs on the latch side of each apartment door that meet all other applicable accessibility criteria on all affected doors.
2	Apartment Door - Entrance	All units	The unit entrance door has a security latch on the inside that is 55" above the floor.	Gotham will relocate or attach an additional latch 34-48" above finished floor on all affected doors.
3	General Wall Outlets	All units	Throughout the dwelling unit, the centerline of the lowest outlet is only 14".	Gotham will provide all units with a power strip to be mounted, permanently or via velcro, in the location of the resident's choosing.
4	Circuit Breaker Panels	All UFAS units as set forth on Exhibit A	The highest breaker is more than about 59 1/2" above the floor.	All residents will be instructed to call the front desk by a sign placed on all circuit breakers in the event of a power outage to all or part of the unit, and building policy will be revised accordingly.
5	Kitchen Outlets	All units	The centerline of the top outlets above the kitchen counter is 47 1/2" to 48 1/2" above the floor.	Gotham will install 5-plug outlet adaptors. As units are vacated, Gotham will re-install an adaptor if one is no longer in the unit.
6	Kitchen Counters	All units	The counters are 36" above the floor instead of a maximum of 34."	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a kitchen conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
7	Kitchen Sink Height	All units	The top of the sink is 36" above the floor instead of a maximum of 34" and the knee and toe space is blocked by a cabinet. Additionally, most units have deep sinks that will interfere with the knee space.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a kitchen conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
8	Kitchen Sink Size	All UFAS units as set forth on Exhibit A	Sinks are 7" to 10" deep.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a kitchen conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
9	Kitchen Sink Pipes	All units	Pipes are not insulated.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a kitchen conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
10	Kitchen Wall Cabinet/Shelf	All UFAS units as set forth on Exhibit A	A wall cabinet or shelf is not provided above the work surface in the kitchen counter.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a kitchen conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
11	Kitchen Microwave	All UFAS units as set forth on Exhibit A	The microwave is mounted above the range. The controls are more than 54" above the floor.	Gotham will provide a countertop microwave on resident request.
12	Bathroom Walls	All units	Could not determine if walls are reinforced.	Gotham will maintain on premises 12 sets of bathroom grab bars on a continuous basis in the event the installation of grab bars in a bathroom is requested to be installed by resident.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
13	Washer/Dryer	All UFAS units as set forth on Exhibit A	The dryer is stacked on top of the washer. The operable parts are 65” above the floor.	Gotham will replace stacked units with an all-in-one washer/dryer on resident request.
14	Hall Bathroom Door	All UFAS units as set forth on Exhibit A	At the Hall Bath door, there is less than 48” between the toilet and the closed door.	Gotham will ensure that at least one bathroom in the unit provides the required clearance by re-swinging the hall bathroom door or master bath door. Gotham will provide resident with an opportunity to select which bathroom door will be re-swung.
15	Bathroom Showers	All UFAS units as set forth on Exhibit A	No handheld unit is provided.	Gotham will install a hand-held showerhead in all units where one is not currently installed.
16	Kitchen – Oven Controls	All UFAS units as set forth on Exhibit A	The range has controls in the back.	Gotham will provide range with front-mounted controls.
17	Closet Clothes Pole	All UFAS units as set forth on Exhibit A	The top of the clothes pole is about 68” above the floor and the shelf is 70” above the floor in the coat closet and the bedroom clothes closets.	Gotham will reconfigure the clothing rods and shelf to be 48-54”.
18	Door - Entrance	7L-9L, 34L-36L	The maneuvering space inside the door is less than 60” deep and/or does not extend 18” to the side of the latch.	Gotham will relocate or reduce the thickness of the closet end wall to provide a 60” clearance depth at the primary entrance.
19	Door - Bedroom	4C-12C, 14C-15C	At the bedroom door, the maneuvering space extends only 17 1/2” beside the latch.	Gotham will provide 18” latch side clearance, or provided the hallway is at least 48” wide, they may also choose to re-swing the door to swing out of the room.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
20	Door - Hall Bathroom	45C-47C, 49C, PH1C-PH3C, 25F-32F, 26G-27G	At the Hall Bathroom door, there is less than 48" between the toilet and the closed door.	Gotham will ensure that at least one bathroom in the unit provides the required clearance by re-swinging the hall bathroom door or master bath door. Gotham will provide resident with an opportunity to select which bathroom door will be re-swung.
21	Door – Second Bedroom	45C-47C, 49C, PH1C-PH3C	At the second bedroom door, it is 46" deep.	Gotham will reverse the door to either bedroom on request of the resident.
22	Accessible Route	18L-31L	Between the closet doors and the side of the counter, the accessible route is only 35 1/4" wide.	Gotham will replace the door frame and closet doors in units to provide the 36" clearance.
23	Accessible Route	26G-27G	In hall between the closet doors and the wall, the accessible route is only 35 1/2" wide.	Gotham will replace the door frame and closet doors in units to provide the 36" clearance.
24	Accessible Route	28G-31G	In hall between the closet doors and the wall, the accessible route is only 35 1/2" wide.	Gotham will replace the door frame and closet doors in units to provide the 36" clearance.
25	Hall Bathroom Maneuvering Space	4L	In the Hall Bath, the maneuvering space extends only 16 3/4" beside the latch side.	Gotham will either re-swing or relocate the door to make it usable without an automatic opener, or provide automatic opener without re-swinging door. Gotham will provide resident with an opportunity to select from these three options.
26	Hall Bathroom Sink/Vanity Cabinet	44E-46E, 4F-12F, 14F-32F, 44G-49G, PH1G-PH3G, 4L-12L, 14L-31L, 33L-43L	In the Hall Bath, the parallel clear floor space for the lavatory is off-center. A forward approach is blocked by the vanity cabinet.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
27	Hall Bathroom Sink/Vanity Cabinet	44B-49B, PH1B-PH3B, 44C-49C, PH1C-PH3C, 47E-49E, PH1E-PH3E, 44F-49F, PH1F-PH3F, 44J-49J, PH1J-PH3J	In the Hall Bath, the parallel clear floor space for the lavatory is off-center and is not at least 48” long. A forward approach is blocked by the vanity cabinet.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
28	Hall Bathroom Toilet Flush	44B-49B, PH1B-PH3B, 44E-49E, PH1E-PH3E, 4F-12F, 14F-32F, 44F-46F	In the Hall Bath, the toilet flush control is on the wall side.	Gotham will replace the toilet with an open-side flush control model.
29	Hall Bathroom Vanity Cabinet	44B-49B, PH1B-PH3B, 44E-49E, PH1E-PH3E, 4F-12F, 14F-32F, 44F-49F, PH1F-PH3F, 44J-49J, PH1J-PH3J, 4L-12L, 14L-31L, 33L-43L	In the Hall Bath, the vanity cabinet is not removable.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
30	Master Bathroom	4F-12F, 14F-25F	In the Master Bath, the in-swinging door reduces the clear floor space to less than 30” by 48”.	Gotham will reverse the swing on the bathroom door.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
31	Master Bathroom Vanity Cabinet	44B-49B, PH1B-PH3B, 44C-49C, PH1C-PH3C, 44E-49E, PH1E-PH3E, 4F-12F, 14F-16F, 44F-49F, PH1F-PH3F, 44G-49G, PH1G-PH3G, 44J-49J, PH1J-PH3J, 4L-12L	In the Master Bath, the parallel clear floor space for the lavatory is off-center. A forward approach is blocked by the vanity cabinet.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
32	Master Bathroom Vanity Cabinet	17F-32F, 14L-31L, 33L-43L	In the Master Bath, the parallel clear floor space for the lavatory is off-center and is not at least 48" long. A forward approach is blocked by the vanity cabinet.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
33	Master Bathroom Toilet Centerline	44G-49G, PH1G-PH3G	In the Master Bath, the toilet centerline is 19 1/4" from the sidewall.	In units where the toilet centerline is greater than 18 1/2" from the sidewall, Gotham will provide an offset flange. In units where the toilet centerline is 18 1/2" or less from the sidewall, Gotham will provide a ledger strip under any grab bar if a grab bar is requested to be installed by resident.
34	Master Bathroom Toilet Flush	44G-49G, PH1G-PH3G	In the Master Bath, the toilet flush control is on the wall side.	Gotham will replace the toilet with an open-side flush control model.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
35	Master Bathroom Vanity Cabinets	44C-49C, PH1C-PH3C, 44G-49G, PH1G-PH3G	In the Master Bath, the vanity cabinet is not removable.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
36	Bathroom – Sink/Vanity Cabinet	4A-12A, 14A-49A, PH1A-PH3A, 19B-43B, 4C-12C, 14C-32C, 4D-12D, 14D-22D, 44D-49D, PH1D-PH3D, 4E-12E, 14E-43E, 4G-12G, 14G-43G, 26H-31H, 33H-43H, 4K-12K, 14K-31K, 4M-12M, 14M-25M, 4N-12N, 14N-43N, 33P-43P	The parallel clear floor space for the lavatory is off-center. A forward approach is blocked by the vanity cabinet.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
37	Bathroom – Sinks/Vanity Cabinet	4B-12B, 14B-18B, 4C-12C, 14C-15C, 22D-43D, 33F-43F, 26G-27G, 4H-12H, 14H-25H, 4J-12J, 14J-31J, 33J-43J, 4K-12K, 14K-15K, 26M-43M	The parallel clear floor space for the lavatory is off-center and is not at least 48” long. A forward approach is blocked by the vanity cabinet	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident’s request.
38	Bathroom – Toilet Centerline	4D-12D, 14D-21D, 4E-12E, 14E-32E, 26H-43H, 4J-10J, 4K-12K, 14K-15K	The toilet centerline is over 18” from the sidewall.	In units where the toilet centerline is greater than 18 1/2” from the sidewall, Gotham will provide an offset flange. In units where the toilet centerline is 18 1/2” or less from the sidewall, Gotham will provide a ledger strip under any grab bar if a grab bar is requested to be installed by resident.
39	Bathroom - Toilet	4B-12B, 14B-43B, 4C-12C, 14C-43C, 44D-49D, PH1D-PH3D, 4E-12E, 14E-43E, 33F-43F, 4K-12K, 14K-31K, 33K-43K, 26M-43M, 4N-12N, 14N-43N	The toilet flush control is on the wall side.	Gotham will replace the toilet with an open-side flush control model.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
40	Bathroom – Vanity Cabinet	4A-12A, 14A-49A, PH1A-PH3A, 4B-12B, 14B-43B, 4C-12C, 14C-43C, 4D-12D, 14D-49D, PH1D-PH3D, 4E-12E, 14E-22E, 33E-43E, 33F-43F, 4G-12G, 14G-43G, 4H-12H, 14H-31H, 33H-43H, 4J-12J, 14J-31J, 33J-43J, 4K-12K, 14K-31K, 33K-43K, 4M-12M, 14M-43M, 4N-12N, 14N-24N, 33P-43P	The vanity cabinet is not removable.	Gotham will modify all UFAS units as set forth in Exhibit A. For non-UFAS units, Gotham will implement a bathroom conversion protocol and will have supplies on hand such that it can provide modifications within 10 days of a resident's request.
41	Kitchen Outlets	4E-12E, 14E-49E, PH1E-PH3E, 26F-32F, 4G-12G, 14G-23G, 26G-32G, 44G-49G, PH1G-PH3G, 4H-12H, 14H-43H, 33P-43P	In the corner between the refrigerator and range, there are three outlets and two are less than 25" from the corner.	Gotham will install 5-plug outlet adaptors. As units are vacated, Gotham will re-install an adaptor if one is no longer in unit.

	Element	Unit(s)	Condition	Agreed Upon Retrofit
42	Kitchen Outlets	4D-12D, 14D-43D, 4F-12F, 14F-32F	In the corner between the refrigerator and range, the two outlets are less than 27” from the corner.	Gotham will install 5-plug outlet adaptors. As units are vacated, Gotham will re-install an adaptor if one is no longer in unit.
43	Kitchen Outlets	33F-43F, 44C-49C, PH1C-PH3C	In the corner between the refrigerator and range, the two outlets are less than 27” from the corner.	Gotham will install 5-plug outlet adaptors. As units are vacated, Gotham will re-install an adaptor if one is no longer in unit.
44	Kitchen – Range Location	4G-12G, 14G-27G, 48C-49C, PH1C-PH3C	The range is not centered.	In units where the range clear floor space is more than 8” off-center from the range, Gotham will relocate the range to be centered on the clear floor space. In units where the range clear floor space is not more than 8” off-center from the range, Gotham will relocate the range to be centered on the clear floor space upon resident request.
45	Kitchen – Clearance Between Refrigerator and Counter	4L-12L, 14L-31L, 33L-43L, 4M-12M, 14M-25M, 33G-43G, 26N-43N	The clearance between the refrigerator and the counter is less than 40”.	Gotham will inspect all units and move refrigerators to provide a 40” clearance where possible. Among the remaining units, Gotham will replace 134 refrigerators in total across The Nicole and The Ashland to provide the required clearance. Gotham will replace any remaining refrigerators that do not provide the required clearance upon resident request.
46	Balcony Door	44F, 44G	The top of the balcony door threshold is 1 1/2” above the patio surface.	Gotham will raise the paver tiles on the patio.

Exhibit C-3

Public and Common Use Areas at The Nicole

	Element	Condition	Agreed Upon Retrofit
1	Building Entrance	Between the public sidewalk and the entrance door, for about 8', the accessible route has a cross slope that ranges between 4.4% and 3.0%.	Gotham will adjust the slope of the pavers to provide an accessible route at least 36" wide wherein the cross-slope will not exceed 2% between the building entry and the sidewalk. Since the sidewalk slope cannot be changed, there may have to be a small transition area (that is 5 feet or less) with a slightly steeper cross slope to avoid creating a safety hazard.
2	Building Entrance	The rear of maneuvering space at the entrance has a slope of 3.4% to 3.5%	Gotham will adjust the slope of the pavers to provide an accessible route at least 36" wide wherein the cross-slope will not exceed 2% between the building entry and the sidewalk. Since the sidewalk slope cannot be changed, there may have to be a small transition area (that is 5 feet or less) with a slightly steeper cross slope to avoid creating a safety hazard.
3	General--Elevator	The door is to one side and the finished dimensions are only 66" by 50".	Gotham will replace the decorative panels with thinner panels.
4	General--Doors	Interior fire doors with closers require about 11 pounds force to operate.	Gotham will check the opening force of all interior doors with closers located in public and common areas. Where the force exceeds 5 lbs, Gotham will adjust the closer to 5 lbs or less, or the minimum possible to allow the door to close and latch completely. Gotham will establish a routine maintenance schedule to check the force at regular intervals.
5	Trash Rooms	The maneuvering space at the door is only 47 1/2" deep.	Gotham will install 6 automatic door openers, placed in such a way that no resident needs to travel more than one floor to reach a trash room with an automatic door opener and add accessible signage at trash rooms without automatic openers indicating where the trash rooms with automatic openers are located.

	Element	Condition	Agreed Upon Retrofit
6	Trash Rooms	In all the trash rooms, the control on the trash chute intake door requires 6 to 9 pounds force.	Subject to testing of the device, Gotham will install a pneumatic retrofit device.
7	First Floor Lounge	The accessible route to the Lounge is blocked by an 8" step.	Gotham will add more seating to the lobby area near the front entrance doors.
8	First Floor--Mailboxes	The depth is 18". The highest row of boxes is 63 1/2" above the floor, the second highest row is 58 1/2", and the third highest row is 53".	Subject to the consent of the United States Postal Service, Gotham will lower mailboxes so that all mailboxes comply with ANSI A117.1-1986 as referenced by both the Fair Housing Accessibility Guidelines and the Design Manual.
9	Second Floor—Laundry room	The accessible route between the wall corner and the clothes-folding table is only 26" wide and between the pay machine and the clothes folding table is about 24 1/4".	Gotham will either relocate the current clothes folding table or provide a smaller clothes-folding table to provide an accessible route.
10	Second Floor—Laundry room	The accessible route between the curb at the washing machine and the dryer is only 29" wide.	Gotham will relocate the dryer, remove curb, and/or relocate the washing machine to provide an accessible route.
11	Second Floor—Laundry room	The highest operable parts on the pay machine is 60 3/4" above the ground.	Gotham will relocate or replace the pay machine to ensure highest operable part is 48" maximum above the finish floor.
12	Second Floor—Laundry room	The soap dispenser is 54" above the floor.	Gotham will relocate, replace, or provide additional soap dispenser to ensure the highest operable part is 48" maximum above the finish floor.
13	Second Floor—Laundry room	The paper towel dispenser is 70" above the floor.	Gotham will relocate, replace, or provide additional paper towel dispenser to ensure the highest operable part is 48" maximum above the finish floor.
14	Second Floor—Laundry room	The underside of the pay machine is 40 1/4" above the floor and protrudes 7 1/4" into the circulation path.	Gotham will relocate or replace pay machine to ensure it is either a) not projecting into a circulation path, b) recessed so as to not project more than 4", or c) located over a barrier with a leading edge no higher than 27".
15	Second Floor—Laundry room	The faucet handles require tight grasping and twisting of the wrist to operate.	Gotham will install levered handles.

	Element	Condition	Agreed Upon Retrofit
16	Second Floor— Laundry room	The pipes under the accessible sink are not insulated.	Gotham will provide insulation around the pipes, or otherwise protect against contact.
17	Second Floor— Laundry room	The clothes folding counter is 38 1/4" above the floor.	Gotham will provide a table for folding that is 28-34" above finish floor.
18	Fitness Lounge Toilet Room	The maneuvering space extends only 15" beside the latch side of the door.	Gotham will relocate the toilet room door to be on an adjacent wall or provide an automatic opener.
19	Fitness Lounge Toilet Room	The reflective surface of the mirror is mounted 52 1/2" above the floor.	Gotham will provide a mirror with a reflective surface no higher than 40" above the finish floor.
20	Fitness Lounge Toilet Room	The pipes under the accessible lavatory are not insulated.	Gotham will provide insulation around the pipes, or otherwise protect against contact.
21	Fitness Lounge Toilet Room	The rear grab bar is only 24" long.	Gotham will replace the sidewall grab bar with a 36" grab bar, located with 24" on the open side of the toilet centerline.
22	Fitness Lounge Toilet Room	Sidewall grab bar is only 36" long. It is 18" from the rear wall.	Gotham will replace the sidewall grab bar with a 42" bar, located 12" from the rear wall.
23	Fitness Lounge Toilet Room	The far side of the toilet paper dispenser is 39" from the rear wall. The centerline of the dispenser is 11" in front of the toilet.	Gotham will relocate the toilet paper dispenser to be centered 7-9" from the front of the toilet seat.
24	Fitness Lounge Toilet Room	The toilet centerline is 15 3/4" from the sidewall.	Gotham will install an offset flange to ensure the toilet centerline is 16-18" from side wall.
25	Fitness Lounge Toilet Room	The toilet flush control is on the wall side.	Gotham will provide an automatic flush on the toilet or replace the toilet with an open-side flush control model.
26	Fitness Lounge	The clear floor space for the control that unlocks the patio door is blocked by a fixed counter	Gotham will remove the work surface entirely.
27	Fitness Lounge	There is a counter with chairs where one can sit and work on a laptop. The top is 41 1/4" high.	Gotham will remove the work surface entirely.
28	Fitness Lounge	The accessible route to the paper towel dispenser and trash can is blocked by fitness equipment.	Gotham will relocate the wipes and trash can or relocate the equipment to ensure the wipes and trash can are on an accessible route.

	Element	Condition	Agreed Upon Retrofit
29	Fitness Lounge	The paper towel dispenser is more than 54" above the floor.	Gotham will relocate, replace, or provide additional paper towel dispenser to be 48" maximum above the finish floor.
30	Fitness Lounge	Parts of the accessible route to each type of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Gotham will relocate the fitness equipment to ensure that an accessible route connects to at least one of each type of equipment.
31	Patio	The clear opening of a single door is 26".	At the doors nearest the work surface (which is to be removed), Gotham will replace the doors with an accessible door providing 32" minimum clear width and accessible maneuvering clearances.
32	Patio	At door to from the Fitness Lounge, the threshold is 4 3/4" above the patio and 12 1/2" above the room floor.	At the doors nearest the work surface (which is to be removed), Gotham will provide a 1:12 slope ramp with handrails and 60" x 60" landing inside the fitness center, and construct a complying ramp on the patio.
33	Patio	At the table, the knee height is only 26 1/4".	Gotham will provide at least one 30" minimum width seating position at the table with 27" minimum knee clearance height.

Exhibit C-4

Public and Common Use Areas at The Ashland

	Element	Condition	Agreed Upon Retrofit
1	Building Entrance	On the outside of the building, the arc of the door swings over the clear floor space.	Gotham will relocate the door actuator to be outside the arc of the door swing.
2	General	Interior doors with closers require about 14 pounds force to operate.	Gotham will check the opening force of all interior doors with closers located in public and common areas. Where the force exceeds 5 lbs, Gotham will adjust the closer to 5 lbs or less, or the minimum possible to allow the door to close and latch completely. Gotham will establish a routine maintenance schedule to check the force at regular intervals.
3	Stairwells	The underside of the valve is 56" above the floor and it protrudes into the circulation path about 13".	Gotham will install a cane-detectable barrier such as a railing or post beneath the standpipe and valve.
4	Elevator Signs	On signs describing which elevators are for which purpose, the characters are only 3/8" tall.	Gotham will replace current signs with signs that meet all applicable accessibility criteria.
5	Mailboxes	The top row of boxes is above 54" at 57 1/2". The lowest boxes are at 32 1/2".	Subject to the consent of the United States Postal Service, Gotham will lower mailboxes so that all mailboxes comply with ANSI A117.1-1986 as referenced by both the Fair Housing Accessibility Guidelines and the Design Manual.
6	Trash Room Entrance Doors	The top of threshold is 3/4" above the corridor floor.	For the trash rooms that do not contain internet equipment, Gotham will inspect all trash room door thresholds and replace thresholds in such a way that the trash rooms have an accessible threshold. In the trash rooms that contain internet equipment, Gotham will add accessible signage indicating where the accessible trash rooms are located.
7	Trash Rooms	Where there are recycling containers, the maneuvering space extends only 17" beside the latch side of the door.	Gotham will fasten recycling bins in place in all trash rooms to ensure bins do not obstruct door maneuvering clearance or turning space.

	Element	Condition	Agreed Upon Retrofit
8	Trash Rooms	Internet equipment reduces the maneuvering space.	On floors where the trash room currently contains internet equipment, Gotham will provide signage directing users to an accessible trash room no more than one floor up or down or otherwise provide the necessary clearances.
9	Trash Room Chute Door	Control on the trash chute intake door requires 11 to 14 pounds force.	Subject to testing of the device, Gotham will install a pneumatic retrofit device.
10	Leasing Office Signs	The baselines of the uppermost characters on the sign are 63 1/4" above the floor.	Gotham will replace current signs with signs on the latch side of the door, and that meet all other applicable accessibility criteria.
11	Leasing Office Signs	The signs do not have raised characters.	Gotham will replace current signs with signs on the latch side of the door, and that meet all other applicable accessibility criteria.
12	Leasing Office Computer Table	The computer table is 36 1/2" above the floor.	Gotham will either cut the legs on the existing table or provide a new table with knee and toe clearance with surface 28-34" above the floor.
13	Storage Room Access Route	This space requires 2 accessible means of egress. However, only 1 is provided.	Gotham will provide signage to direct users to the accessible route accessing, the bike/stroller storage room.
14	Storage Room Interior Doors	At First Floor entrance and the doors along the route to the elevator, the bottoms of the lowest glass panels are 43 3/4" above the floor.	Gotham will replace the doors or modify the glass on doors on the route from the exterior door to the elevators so that glass opening can be viewed from a seated position.
15	Storage Room Interior Doors	At the pair of doors in the corridor to the elevator, the clear opening of a single door is 27".	Gotham will provide a door on the route from the exterior door to the elevators with at least one leaf which provides a 32" minimum clear opening.
16	Storage Room Exterior Door	At the building entrance door to the bicycle storage area, the maneuvering space extends only 15 1/2" beside the latch side of the door.	Gotham will provide a full-power automatic door opening device with emergency back-up power or provide the required clearance.

	Element	Condition	Agreed Upon Retrofit
17	Third Floor Corridor	Between the restroom corridor and the East Terrace, the top of the threshold is ¾" above the floor.	Gotham will modify the affected threshold to provide a compliant accessible route by shimming the grill.
18	Third Floor Corridor	Between the restroom corridor and the East Terrace, the door handle on the push side extends to within 8" of the floor.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.
19	Resident Lounge Corridor Door	At the corridor door to the Resident Lounge, the bottom stile is only about 4" tall and is about 5/8" from the glass. The door handle on the push side extends to within 8" of the floor. Also, there is throw bolt knob below the handle.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.
20	Resident Lounge Corridor Door	At the corridor door to the Resident Lounge, the doorstop prevents the door from opening 90 degrees.	Gotham will adjust the door stop to allow the door to open 90 degrees.
21	Resident Lounge Computer Station	At the computer station, the knee space is only 25" high at a depth of 8".	Gotham will raise the computer station desk to provide 27" knee clearance.
22	Resident Lounge Interior Doors	The kitchen door and two rooms that have no direct access to the corridor have recessed pulls that requires tight grasping to operate.	Gotham will either fix the panels to be permanently open or provide a U-shaped handle.
23	Resident Lounge Countertop	The counter is 34" tall. The centerline of the top outlet is 49" above the floor and the counter is 25" deep.	Gotham will install a 5-plug outlet adaptor.
24	Resident Lounge Controls	The highest control on the coffee machine is 67 3/4" above the floor.	Gotham will lower the counter in the area of the coffee machine or install a new coffee machine so that the coffee machine controls are no higher than 54" from the floor.

	Element	Condition	Agreed Upon Retrofit
25	Resident Lounge Controls	In the kitchen, the volume control and audio/video controls are out of reach.	Gotham will lock controls under plastic covers and update the building policy to reflect that the controls are not to be used by residents.
26	Resident Lounge Controls	In the kitchen and conference room, the volume controls for a resident's plug-in devices have knobs that require tight pinching and twisting to operate.	Gotham will lock controls under plastic covers and update the building policy to reflect that the controls are not to be used by residents.
27	Resident Lounge	The handle on the refrigerator and freezer requires tight pinching to operate.	Gotham will provide a secondary U-shaped handle.
28	North Lounge	The volume control for a resident's plug-in devices has a knob that requires tight pinching and twisting to operate.	Gotham will lock controls under plastic covers and update the building policy to reflect that the controls are not to be used by residents.
29	West Terrace	At the doors between the rooms and the terrace sections, the top is 3/4" to 1" above the floor.	Gotham will modify the affected threshold to provide a compliant accessible route by installing a walk-off mat.
30	West Terrace	At the doors between the rooms and the terrace sections, the door handle on the push side extends to within 8" of the floor.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.
31	West Terrace	The volume controls for a resident's plug-in devices have knobs that require tight pinching and twisting to operate. At exterior locations, the waterproof cover must be lifted and held while operating the knob.	Gotham will lock controls under plastic covers and update the building policy to reflect that the controls are not to be used by residents.
32	West Terrace	There are electrical receptacles available to residents. However, the clear floor space is blocked by seats.	Gotham will lock outlets under plastic covers and update the building policy to reflect that the outlets are not to be used by residents.

	Element	Condition	Agreed Upon Retrofit
33	West Terrace	Three sections have outdoor grills that have lids. The grill is 35" above the floor. When open the lid handle is 17 1/2" from the front edge and 57 3/4" above the ground.	Gotham will install a side hood handle at a height not exceeding 48".
34	West Terrace	There are seats at tables in each section. However, there are no seating spaces that provide compliant clear floor space and compliant knee and toe space.	Gotham will provide smaller benches on one side of at least one table, such that there is a 30" wide section with no bench. Gotham will measure the knee clearance height at such tables and if it less than 27", Gotham will modify, replace, or add an additional table to provide such clearance.
35	East Terrace	The volume controls for a resident's plug-in devices have knobs that require tight pinching and twisting to operate. At exterior locations, waterproof cover must be lifted and held while operating the knob.	Gotham will lock controls under plastic covers and update the building policy to reflect that the controls are not to be used by residents.
36	East Terrace	The faucet on the bar sink has short levers that require tight grasping and twisting to operate.	Gotham will install levered handles.
37	Fitness Room Women's Room	At the floor, the toilet stall is only 56 1/2" wide.	Gotham will relocate the partition to provide 60" as measured to the radiator at floor level, which may require removing second toilet compartment completely.
38	Fitness Room Women's Room	The toilet is wall-mounted. The door swing reduces the depth from 56" to only 51 1/2".	In relocating the partition (as discussed above), Gotham will investigate if it is practical to re-install the door closer to the wall, and if so, install the door as close to the wall as practical.
39	Fitness Room Women's Room	The stall door has a twist knob that requires tight grasping and twisting to operate.	Gotham will replace the latch with one that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate.
40	Fitness Rooms Women's Room	The centerline of the grab bars is 36 1/2" above the floor.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will also provide 1 1/2" clearance to the flush panel.

	Element	Condition	Agreed Upon Retrofit
41	Fitness Rooms Women's Room	The top of the grab bars is 37 1/4" above the floor.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will also provide 1 1/2" clearance to the flush panel.
42	Fitness Rooms Women's Room	There is 1" clear space between the rear grab bar and the flush panel.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will also provide 1 1/2" clearance to the flush panel.
43	Fitness Rooms Women's Room	The front end of the grab bar is only 52 1/2" from the rear wall.	Gotham will relocate the grab bar to extend 54" from the rear wall.
44	Fitness Rooms Women's Room	The radiant heater blocks the clear floor space from the toilet seat height to the floor. The toilet centerline is only 12 1/2" from the face of the radiant heater.	Gotham will relocate the partition to provide 60" as measured to the radiator at floor level, which may require removing second toilet compartment completely.
45	Fitness Rooms Men's Room	The stall door has a twist knob that requires tight grasping and twisting to operate.	Gotham will replace the latch with one that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate.
46	Fitness Rooms Men's Room	The top of the grab bars is 36 3/4" above the floor.	Gotham will relocate the grab bar to be 33-36" to centerline or top of grab bar, whichever will provide 1 1/2" clearance to the flush panel.
47	Fitness Rooms Men's Room	There is 1" clear space between the rear grab bar and the flush panel.	Gotham will relocate the grab bar to be 33-36" to centerline or top of grab bar, whichever will provide 1 1/2" clearance to the flush panel.
48	Fitness Rooms Men's Room	The toilet seat is only 16 1/4" high.	Gotham will provide a thicker toilet seat to provide a seat height 17-19" above the finished floor.
49	Movement Studio	At the entrance door, the bottom stile is only about 4" tall and is about 5/8" from the glass. The door handle on the push side extends to within 8" of the floor. Also, there is throw bolt knob below the handle.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.

	Element	Condition	Agreed Upon Retrofit
50	Playroom	At the entrance door, the door handle on the push side extends to within 7" of the floor.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.
51	Playroom	The maneuvering space extends only 11 1/2" beside the latch side of the door.	Gotham will reverse the door to swing outward and remove closer (if any). Additionally, Gotham will provide a U-shaped cabinet pull on the hinge-side, push side, between the bottom and middle hinge.
52	Playroom	The pipes under the accessible lavatory are not insulated.	Gotham will provide insulation around the pipes, or otherwise protect against contact.
53	Playroom	The centerline of the grab bars is 36 1/2" above the floor.	Gotham will relocate grab bar to be 33-36" to centerline or top of grab bar, whichever will provide 1 1/2" clearance to the flush panel or otherwise redesign the room to comply with ICC A117.1-2009 standards for children's use.
54	Playroom	The top of the grab bars is 37 1/4" above the floor.	Gotham will relocate grab bar to be 33-36" to centerline or top of grab bar, whichever will provide 1 1/2" clearance to the flush panel or otherwise redesign the room to comply with ICC A117.1-2009 standards for children's use.
55	Playroom	There is 1" clear space between the rear grab bar and the flush panel.	Gotham will relocate grab bar to be 33-36" to centerline or top of grab bar, whichever will provide 1 1/2" clearance to the flush panel or otherwise redesign the room to comply with ICC A117.1-2009 standards for children's use.
56	Playroom	The front end of the grab bar is only 53" from the rear wall.	Gotham will relocate the grab bar to extend 54" from the rear wall.
57	Playroom	The toilet seat is only 16 3/4" high.	Gotham will provide a thicker toilet seat to provide a seat height 17-19" above the finished floor or otherwise redesign the room to comply with ICC A117.1-2009 standards for children's use.
58	Laundry Room	The sign does not have any accessible features.	Gotham will replace current signs with signs on the latch side of the door, and that meet all other applicable accessibility criteria.

	Element	Condition	Agreed Upon Retrofit
59	Laundry Room	The maneuvering space extends only 10 1/2" to the latch side.	Gotham will install a full-power automatic door opening device with emergency back-up power or provide the required clearance.
60	Laundry Room	The clothes carts reduce the depth to about 38". The table reduces the depth to about 55".	Gotham will relocate the tables to be outside the door maneuvering clearance. Gotham will provide ground markings and signage informing residents to keep doorway clear of carts and will reduce the number of carts provided if necessary.
61	Laundry Room	The knee and toe space only extend 3" under the sink. The knee space is only 27" tall.	Gotham will either replace the sink with a typical utility sink model or relocate the sink to ensure accessible knee and toe clearances.
62	Laundry Room	The faucet has short levers that require twisting of the wrist to operate.	If the sink is replaced per the above retrofit, Gotham will provide a faucet with larger levers.
63	Laundry Room	The clothes folding counter is 36" above the floor.	Gotham will provide at least one folding table which is no higher than 34".
64	Third Floor Women's Room	On the corridor side of the door, the maneuvering space is only 41 3/4" deep (corridor width).	Gotham will remove the door closers and replace them with spring hinges.
65	Third Floor Women's Room	The maneuvering space extends only 10 3/4" beside the latch side of the door.	Gotham will provide a full-power automatic door opening device with emergency back-up power or provide the required clearance.
66	Third Floor Women's Room	At the stall door, the maneuvering space extends only 2 1/2" beside the latch side of the door.	Gotham will reverse the compartment door to be hinged on the opposite side, with the door swinging out of the compartment.
67	Third Floor Women's Room	The entire partition is mounted to the floor. The stall is only 61 1/2" wide.	Gotham to provide partition with 9" toe clearance height.
68	Third Floor Women's Room	The stall door has a twist knob that requires tight grasping and twisting to operate.	Gotham will replace the latch with one that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate.

	Element	Condition	Agreed Upon Retrofit
69	Third Floor Women's Room	There is 1" clear space between the rear grab bar and the flush panel.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will provide 1 1/2" clearance to the flush panel.
70	Third Floor	On the corridor side of the door, the maneuvering space is only 41 3/4" deep (corridor width) and extends only 12" beside the latch side of the door.	Gotham will remove the door closers and replace them with spring hinges.
71	Third Floor	The entire partition is mounted to the floor. The stall is only 57 1/2" wide. Also, the door bottom is 7 1/2" above the floor and the stall is only 61" deep.	Gotham will provide a partition with a 9" toe clearance height and relocate the partition to provide a 60" stall width.
72	Third Floor	The stall door has a twist knob that requires tight grasping and twisting to operate.	Gotham will replace the latch with one that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate.
73	Third Floor	The top of the grab bars is 37" above the floor.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will provide 1 1/2" clearance to the flush panel.
74	Third Floor	There is 1" clear space between the rear grab bar and the flush panel.	Gotham will relocate the grab bar to be 33-36" to the centerline or top of the grab bar, whichever will provide 1 1/2" clearance to the flush panel.
75	Third Floor	The rear grab bar extends only 9 3/4" to the wall side of the toilet.	Gotham will relocate grab bar to extend at least 12" in either direction from the centerline of the toilet.
76	Roof Lounge	The bottom stile is only about 4" tall and is about 5/8" from the glass. The bottom stile is about 4" tall and about 5/8" from the glass. The door handle on the push side extends to within 8" of the floor.	Gotham will modify the affected areas to ensure the door handle does not come within 10" of the floor by either moving, cutting, and/or replacing the handles or replacing the doors.
77	Roof Lounge	The top of the door threshold is 1" above the landing.	Gotham will install a small ramp on the outside of the door that provides an accessible door threshold.

	Element	Condition	Agreed Upon Retrofit
78	Roof Lounge	East and west room pocket doors have recessed pulls that require tight grasping when opening the doors.	Gotham will either fix the panels to be permanently open or provide a U-shaped handle.
79	Roof Lounge	In the east and west rooms, the volume controls for a resident's plug-in devices have knobs that require tight pinching and twisting to operate.	Gotham will lock outlets under plastic covers and update the building policy to reflect that the outlets are not to be used by residents.
80	Roof Lounge	Volume control, light switch, and audio/video controls are 34" behind the front of the sofa.	Gotham will remove or relocate the sofa. If new seating is provided in front of the controls, Gotham will ensure the highest operable part of the controls are no higher than 46" and provide seating that is no deeper than 24". Alternatively, Gotham will lock the controls under a plastic cover.
81	Roof Lounge	The knob on the east and west room refrigerator requires tight pinching to operate.	Gotham will provide a secondary U-shaped handle.
82	Roof Lounge	The accessible route into the sink narrows to 27" wide.	Gotham will either relocate the table and chairs to provide a 36" wide route to the sink or remove the sink.
83	South Roof Terrace	At the corridor door, the face of the wall projects about 10" from the face of the door. The door has both a latch and closer. The maneuvering space extends only about 1" to the latch side.	Gotham will provide a full-power automatic door opening device with emergency back-up power or provide the required clearance.
84	South Roof Terrace	The threshold top is 3/4" above the landing.	Gotham will install a small ramp on the outside of the door that provides an accessible door threshold.
85	Roof Left Unisex Toilet Room	ADA applies. One of the Roof Unisex Toilet Rooms must be accessible and identified with an ISA.	Gotham will identify the left restroom with appropriate signage as the accessible toilet room. Gotham will provide a sign in the leasing office directing prospective residents to an accessible restroom, either this one, or another ADA or A117.1 accessible one in the building.

	Element	Condition	Agreed Upon Retrofit
86	Roof Left Unisex Toilet Room	The top of the grab bars is 37” above the floor.	Gotham will relocate the grab bar to be 33-36” to the centerline or top of the grab bar, whichever will provide 1 1/2” clearance to the flush panel.
87	Roof Left Unisex Toilet Room	There is 1” clear space between the rear grab bar and the flush panel.	Gotham will relocate the grab bar to be 33-36” to the centerline or top of the grab bar, whichever will provide 1 1/2” clearance to the flush panel.
88	Roof Left Unisex Toilet Room	The rear grab bar extends only 22 1/2” to the open side of the toilet.	Gotham will relocate the grab bar to have 24” minimum on the open side and 12” minimum on the wall side of the toilet centerline.
89	Roof Left Unisex Toilet Room	The sidewall grab bar is only 36” long. It is 13 3/4” from the rear wall. The front end of the grab bar is only 49 3/4” from the rear wall.	Gotham will replace the sidewall grab bar with one that is 42” minimum long that is located 12” maximum from the rear wall and extending 54” minimum from the rear wall.

EXHIBIT D-1

Notice of Available In-Unit Modifications at The Nicole

To increase accessibility at The Nicole, we are making certain modifications available to residents and prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for any unit:

- Reduce height of entry thresholds
- Provide a wider clear opening for certain interior doors
- Provide outlet adaptors and/or power strips
- Install grab bars in bathrooms

Some modifications are available for certain floor plans. You may contact the management office to find out if your apartment is eligible for one of the following modifications:

- Lower unit heater controls and/or provide an alternative means of controlling the heater (such as a remote control)
- Relocate the range to be centered on the kitchen clear floor space
- Provide additional clearance between the refrigerator and opposing countertops
- Provide additional clear floor space as well as knee and toe clearance space under the sink in the bathroom
- Provide additional clearance around the opening of the unit entrance door

Please contact the management office if you are interested in requesting a modification.

EXHIBIT D-2

Notice of Available In-Unit Modifications at The Ashland

To increase accessibility at The Ashland, we are making certain modifications available to residents and prospective residents. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for any unit:

- Provide apartment door signage with accessible features
- Lower or provide an additional lower latch on the apartment entrance door
- Provide outlet adaptors and/or power strips
- Lower countertops and provide additional knee and toe clearance space and pipe insulation under the sink in the kitchen
- Install grab bars in bathrooms

Some modifications are available for certain floor plans. You may contact the management office to find out if your apartment is eligible for one of the following modifications:

- Provide a wider clear opening for certain interior doors
- Reconfigure closet doors to provide additional maneuvering space in hallways
- Provide additional clear floor space as well as knee and toe clearance space under the sink in the bathroom
- Provide a toilet with a flush control that is on the open (rather than wall) side of the toilet
- Decrease the distance of the toilet from the wall in certain bathrooms
- Relocate the range to be centered on the kitchen clear floor space
- Provide additional clearance between the refrigerator and opposing countertops
- Reduce height of the patio door threshold

Please contact the management office if you are interested in requesting a modification.

EXHIBIT D-3

Notice of Available In-Unit Modifications at The Ashland for EXHIBIT A Units

To increase accessibility at The Ashland, we are making certain modifications available for your unit. You are not required to request any modification of your unit, but if you do, we will provide it promptly and at no cost to you.

The following modifications are available for your apartment:

- Provide apartment door signage with accessible features
- Lower or provide an additional lower latch on the apartment entrance door
- Provide outlet adaptors and/or power strips
- Lower countertops and provide additional knee and toe clearance space and pipe insulation under the sink in the kitchen
- Install grab bars in bathrooms
- Provide a sign on the circuit breaker explaining how to contact building staff in the event of a power outage
- Provide additional cabinet or shelf space in the kitchen
- Provide a countertop microwave in the kitchen
- Replace existing stacked washer/dryer units with an all-in-one unit
- Provide a wider clear opening for certain interior doors
- Install a hand-held showerhead
- Provide a range with front-mounted controls
- Lower clothing rods in closets
- Provide additional clear floor space as well as knee and toe clearance space under the sink in the bathroom

Please contact the management office if you are interested in having any of these modifications made to your apartment.

EXHIBIT E-1

Notice of Modifications to the Public and Common Use Areas of The Nicole

To improve accessibility at The Nicole, we are making certain modifications to the public and common areas to make them more accessible to persons with disabilities. A description of the modifications is available at the leasing office should you wish to review it.

EXHIBIT E-2

Notice of Modifications to the Public and Common Use Areas of The Ashland

To improve accessibility at The Ashland, we are making certain modifications to the public and common areas to make them more accessible to persons with disabilities. A description of the modifications is available at the leasing office should you wish to review it.

EXHIBIT F

Reasonable Accommodation and Modification Policy

Purpose of This Policy:

Gotham is committed to granting reasonable accommodations and modifications to its rules, policies, practices or services where such accommodations enable people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state and local law. A reasonable accommodation or modification may include an exception to a rule or policy or physical change to a unit or common area. A disability-related reasonable accommodation or modification may be granted when there is an identifiable relationship, or nexus, between the requested accommodation or modification and the individual's disability. No accommodation or modification is on its face unreasonable. An accommodation or modification is reasonable unless it would cause Gotham undue hardship.

Reasonable Accommodation and Modification Requests:

Gotham accepts reasonable accommodation or modification requests from persons with disabilities and those acting on their behalf. A resident's or future resident's request for a reasonable accommodation or modification should be made to the management office for your building. A designated Gotham employee in each management office is responsible for assisting you with your request.

Gotham will make a decision on a resident's or future resident's request within a reasonable time following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make our best efforts to expedite the decision-making process.

In the event we need additional information to make a determination, we will advise you of the specific information needed within a reasonable time after you make a request. It is Gotham's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. Gotham will never require individuals to provide medical records or to provide details of a disability beyond that which is minimally sufficient to demonstrate the existence of a disability and the relationship between the disability and the requested accommodation.

Once we have all the information required to make a determination on a request, Gotham will provide you with written approval or denial of your request.

EXHIBIT G-1

GOTHAM PROPERTIES LETTER TO NON-PROFITS

[Insert Gotham Properties Letterhead]

To Whom it May Concern:

Gotham Properties has recently completed a number of modifications to the common areas of two of our multi-family rental buildings to increase accessibility for people with disabilities. In addition, we are providing certain accessibility-related modifications for individual apartments in these buildings.

The Ashland is located in Brooklyn and contains a mix of market-rate, moderate-income and low-income units ranging from studios to three-bedroom units. The Ashland also has units that comply with or can be modified to comply with heightened accessibility requirements. More information about The Ashland can be found at www.theashlandbk.com. The following apartment modifications are available at no cost to residents and prospective residents at The Ashland:

- Apartment door signage with accessible features
- Lowered or additional lower latch on the apartment entrance door
- Outlet adaptors and/or power strips
- Lowered kitchen countertops to provide additional knee and toe clearance space and pipe insulation under the kitchen sink
- Grab bars installed in bathrooms

For certain floor plans at The Ashland, additional modifications are available at no cost to residents and prospective residents:

- Wider clear opening for certain interior doors
- Reconfigured closet doors to provide additional maneuvering space in hallways
- Additional clear floor space as well as knee and toe clearance space under the sink in the bathroom
- Toilet with a flush control that is on the open (rather than wall) side of the toilet
- Decreased distance from the wall for toilets in certain bathrooms
- Ranges relocated to be centered on the kitchen clear floor space
- Additional clearance between the refrigerator and opposing countertops
- Reduced height of the patio door threshold

In mid-town Manhattan, The Nicole offers studio to two-bedroom units with a mix of affordable and market-rate units. More information about The Nicole can be found at www.gothamorg.com/property/the-nicole. The following modifications are available at no cost to residents and prospective residents at The Nicole:

- Reduced height of entry thresholds
- Wider clear opening for certain interior doors

- Outlet adaptors and/or power strips
- Grab bars installed in bathrooms

For certain floor plans at The Nicole, additional modifications are available at no cost to residents and prospective residents:

- Lowered unit heater controls and/or an alternative means of controlling the heater (such as a remote control)
- Relocated ranges to be centered on the kitchen clear floor space
- Additional clearance between the refrigerator and opposing countertops
- Additional clear floor space as well as knee and toe clearance space under the bathroom sink
- Additional clearance around the opening of the unit entrance door

We hope this information is helpful to your organization.

Sincerely yours,

Gotham Properties, Inc.

EXHIBIT G-2



NYC DISABILITY RIGHTS ORGANIZATIONS

1. United Spinal Association
New York City Chapter
120-34 Queens Blvd. #320
Kew Gardens, NY 11415
Phone: 718-803-3782
info@nycspinalcord.org
2. IncludeNYC
116 East 16th Street, 5th Floor
New York, NY 10003
Phone: (212) 677-4650
info@includenyc.org
3. AHRC NYC (Association for the Help of Retarded Children)
83 Maiden Lane
New York, NY 10038
United States (US)
Phone: [212-780-2500](tel:212-780-2500)
4. The American Council of the Blind of New York
P.O. Box 304, Depew, NY
14043
800-522-3303
Greater New York Chapter
<https://gnycb.org/>
5. Barrier Free Living
637 East 138th Street
Bronx NY 10454
info@bflnyc.org
212-533-4358
6. Birch Family Services
104 West 29th Street, Third Floor
New York, NY 10001
Tel: (212) 616-1800
info@birchfamilyservices.org
7. Bronx Independent Living Services, Inc.
4419 Third Avenue, Suite 2C
Bronx, NY 10457
Telephone: 718-515-2800

Fax: 718-515-2844

TTY: 718-515-2803

VP: 866-426-8059

www.bils.org

8. Brooklyn Center for Independence of the Disabled
25 Elm Place
5th floor
Brooklyn, NY 11201
Phone: 718-998-3000
9. CIDNY Manhattan
Telephone: 212-674-2300
Fax: 212-254-5953
Video Phone: 646-350-2681
Mailing address: 841 Broadway, Suite 301, New York, NY 10003
10. Disabled in Action of Metropolitan New York
Post Office Box 30954
Port Authority Station
New York, NY 10011-0109
Tel. & Fax 646-504-4342
11. Harlem Independent Living Center
289 Saint Nicholas Avenue
Suite 21 Lower Level
New York, NY 10027
Phone: 212-222-7122
Email: info@hilc.org
12. Self-Advocacy Association of New York State (SANYS)
New York City-Westchester Regional Office
25 Beaver Street
New York, NY 10004
Office: [646-896-1938](tel:646-896-1938)
Cell: [845-242-7031](tel:845-242-7031)
nyc@sanys.org
13. Sinergia
2082 LEXINGTON AVENUE, 4TH FLOOR
NEW YORK, NY 10035
TEL 212.643.2840
TOLL FREE: 866.867.9665
information@sinergiany.org
14. Staten Island Center for Independent Living
(718) 720-9016
470 Castleton Avenue
Staten Island, NY 10301

EXHIBIT H



EXHIBIT I



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

EXHIBIT J



EXHIBIT K

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.

Plaintiff,

v.

GOTHAM ORGANIZATION INC.,
FXCOLLABORATIVE ARCHITECTS, LLP, BAM
GO DEVELOPERS LLC, BAM GO DEVELOPERS II
LLC, and 55TH & 9TH LLC.,

Defendants.

19 Civ. 4764 (GHW))

**STIPULATION
AND ORDER OF DISMISSAL**

WHEREAS, Plaintiff and Defendants, by and through their undersigned counsel, stipulate and agree as follows:

1. This action is hereby dismissed with prejudice, pursuant to the terms of the Settlement Agreement in this action, signed by the Court on _____.
2. The Court shall retain jurisdiction over this action for the sole purpose of enforcing compliance with the terms of the Settlement Agreement.
3. This stipulation may be executed in one or more counterparts, by facsimile or electronic signature, all of which shall be deemed an original for the purposes of this stipulation.

Dated: _____
New York, New York

[SIGNATURE PAGE TO FOLLOW]

For Plaintiff:

EMERY CELLI BRINCKERHOFF
ABADY WARD & MAAZEL LLP

By: _____

Diane L. Houk
Debra L. Greenberger
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

*Attorneys for Plaintiff
Fair Housing Justice Center, Inc.*

For Defendants:

ALSTON & BIRD LLP

By: _____

Joanna C. Hendon
Joanna H. Schorr
90 Park Avenue
New York, NY 10016
(212) 210-1244

*Attorneys for Defendants Gotham
Organization, Inc., BAM GO Developers
LLC, BAM GO Developers II LLC, and
55th & 9th LLC*

ZETLIN & DE CHIARA LLP

By: _____

Carol J. Patterson
David A. Beatty
801 Second Avenue
New York, NY 10017

*Attorneys for Defendant
FXCollaborative Architects, LLP*

It is so ORDERED this _____ day of _____, 2021.

HON. GREGORY H. WOODS
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT L

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT AGREEMENT

I _____ am an employee or agent of _____. I have received and read a copy of the Settlement Agreement in *Fair Housing Justice Center, Inc. v. Gotham Organization Inc., et al.*, Case No. 1:19-cv-04764. I have had all of my questions concerning the Settlement Agreement answered to my satisfaction.

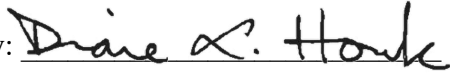
_____, 20__


Employee Signature

THE FOLLOWING SIGNATURES BY ATTORNEYS ARE AS TO FORM ONLY:

For Plaintiff:

EMERY CELLI BRINCKERHOFF ABADY
WARD & MAAZEL LLP

By: 
Diane L. Houk
Debra L. Greenberger
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: 
Signature
Bernhard Blythe, Board President
Print Name, Title
Fair Housing Justice Center, Inc.

For Defendants:

ALSTON & BIRD LLP

By: _____
Joanna C. Hendon
Joanna H. Schorr
90 Park Avenue
New York, NY 10016
(212) 210-1244

*Attorneys for Defendants Gotham
Organization Inc., BAM GO Developers
LLC, 55th & 9th LLC, and BAM GO
Developers II LLC*

By: _____
Phil Lavoie, Chief Operating Officer
Gotham Organization Inc.

By: _____
Phil Lavoie, Chief Operating Officer
BAM GO Developers LLC

By: _____
Phil Lavoie, Chief Operating Officer
55th & 9th LLC

By: _____
Phil Lavoie, Chief Operating Officer
BAM GO Developers II LLC

THE FOLLOWING SIGNATURES BY ATTORNEYS ARE AS TO FORM ONLY:

For Plaintiff:

EMERY CELLI BRINCKERHOFF ABADY
WARD & MAAZEL LLP

By: _____

Diane L. Houk
Debra L. Greenberger
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: _____

Signature

Print Name, Title

Fair Housing Justice Center, Inc.

For Defendants:

ALSTON & BIRD LLP

By:  _____

Joanna C. Hendon
Joanna H. Schorr
90 Park Avenue
New York, NY 10016
(212) 210-1244

*Attorneys for Defendants Gotham
Organization Inc., BAM GO Developers
LLC, 55th & 9th LLC, and BAM GO
Developers II LLC*

By: _____

Phil Lavoie, Chief Operating Officer
Gotham Organization Inc.

By: _____

Phil Lavoie, Authorized Signatory
BAM GO Developers LLC

By: _____

Phil Lavoie, Authorized Signatory
55th & 9th LLC

By: _____

Phil Lavoie, Authorized Signatory
BAM GO Developers II LLC

THE FOLLOWING SIGNATURES BY ATTORNEYS ARE AS TO FORM ONLY:

For Plaintiff:

EMERY CELLI BRINCKERHOFF ABADY
WARD & MAAZEL LLP

By: _____

Diane L. Houk
Debra L. Greenberger
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: _____

Signature

Print Name, Title
Fair Housing Justice Center, Inc.

For Defendants:

ALSTON & BIRD LLP

By: _____

Joanna C. Hendon
Joanna H. Schorr
90 Park Avenue
New York, NY 10016
(212) 210-1244

*Attorneys for Defendants Gotham
Organization Inc., BAM GO Developers
LLC, 55th & 9th LLC, and BAM GO
Developers II LLC*

By: _____

Phil Lavoie, Chief Operating Officer
Gotham Organization Inc.

By: _____

Phil Lavoie, Authorized Signatory
BAM GO Developers LLC

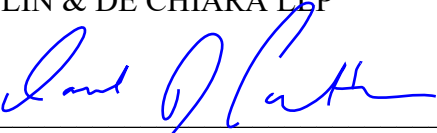
By: _____

Phil Lavoie, Authorized Signatory
55th & 9th LLC

By: _____


Phil Lavoie, Authorized Signatory
BAM GO Developers II LLC

ZETLIN & DE CHIARA LLP

By: 

Carol J. Patterson
David A. Beatty
801 Second Avenue
New York, NY 10017

*Attorneys for Defendant FXCollaborative
Architects, LLP*

By: 

Daniel Kaplan, FAIA
FXCollaborative Architects, LLP

It is so ORDERED this _____ day of _____, 2021.

Hon. Gregory H. Woods
UNITED STATES DISTRICT COURT JUDGE